

NEGOTIATED AGREEMENT

BETWEEN THE

ADEL-DESOTO-MINBURN
COMMUNITY SCHOOL DISTRICT

AND THE

ADEL-DESOTO-MINBURN
EDUCATION ASSOCIATION

August 15, 2006, through August 14, 2007

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ARTICLE 1

RECOGNITION

A. Unit

The Board hereby recognizes the Adel-DeSoto-Minburn Education Association as the certified exclusive and sole bargaining representative as set forth in the PERB certification instrument (Case No. 322) issued by the PERB on the 5th day of September, 1975.

The unit described in the above certification is as follows:

INCLUDED: All professional teaching personnel in the Adel-DeSoto-Minburn Community School District who are full or part-time employees, including the following teachers: classroom, learning disability, remedial, physical education, music, art, librarians, guidance counselor, social worker, and nurse.

EXCLUDED: Administrative employees as named in Section 4 of the Act, including the following: superintendent, principals, assistant principals, activities director, curriculum director, technology director, substitute teachers, and all non-professional employees.

B. Definitions

As used in this Agreement:

1. The term "Board" shall mean the Board of Directors of the Adel-DeSoto-Minburn Community School District or its duly authorized representatives.
2. The term "District" shall mean the Adel-DeSoto-Minburn Community School District.
3. The term "Employee" shall mean any professional employee represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
4. The term "Association" shall mean the Adel-DeSoto-Minburn Education Association or its duly authorized representatives.
5. The term "Administration" shall mean any or all building principals and/or the superintendent of schools.

ARTICLE 2

GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" shall mean only a complaint that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. A "grievant" shall mean a teacher, group of teachers, or the Association filing a grievance.
3. "Days" shall mean school days, or in the event that a grievance has not been satisfactorily processed by the end of the school year, "Days" shall mean weekdays.

B. Purpose

The purpose of these procedures is to secure solutions to grievances at the lowest possible level.

C. Rights and Limits

1. An employee covered by this Agreement and/or the Association shall present grievances in accordance with these procedures. An employee has the right to adjust individual grievances with or without Association representation.
2. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any filing, investigation, handling, or other processing of any grievance by the grieving employee or Association shall be conducted so as to result in no interference with or interruption of the instructional program or other assigned duties of the grieving employee and any or all of the employees. Time before school, after school, during the lunch period, planning period, or during a contract non-teaching work day shall be used.
4. If the Association or any employee files any claim or complaint in any manner other than under the grievance procedure of this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.
5. All records dealing with the processing of a grievance shall be filed only in separate grievance files.

D. Steps

1. First Step

An attempt shall be made to resolve any grievance in informal verbal discussion between grievant(s) and his/her (their) principal. A grievant must discuss a grievance with his/her (their) principal within nine (9) days of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it to the grievant and to the superintendent within five (5) days after the meeting of the grievant and the principal.

2. Second Step

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing within five (5) days after receiving the principal's decision on the informal grievance. The grievant shall use the District's grievance form (Appendix A), and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific article, section, or clause(s) of the Agreement allegedly violated, shall state the remedy requested, and shall be signed by the grievant. The principal shall make a decision within seven (7) days after receipt of the written grievance and furnish a copy thereof to the grievant and to the superintendent. In addition, a copy of the principal's answer will be given to the Association's president unless the grievant specifically requests in writing that the Association not receive a copy.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within seven (7) days of the principal's written decision at the second step, the appropriate grievance form with the superintendent. Within seven (7) days after such written grievance is filed, the grievant and superintendent, or in his/her absence his/her designee, shall meet and shall file an answer within seven (7) days of the third step grievance meeting and communicate it in writing to the grievant and the principal. In addition, a copy of the superintendent's answer will be given to the Association's president unless the grievant specifically requests in writing that the Association not receive a copy.

4. Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of final, binding arbitration. If the Association determines that the grievance is meritorious and the grievant concurs, it shall submit the grievance to arbitration. The Association shall submit notification of implementation of arbitration to the superintendent in writing within ten (10) days of receipt of the Step 3 answer. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Public

Employment Relations Board shall be requested to provide a list of five (5) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. Thereafter, each party shall alternately strike the name of an arbitrator until only one remains. The selection process must be completed within three (3) school days following receipt of the list from PERB. The remaining named arbitrator shall be the arbitrator, and his/her decision shall be final and binding on the parties.

The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the parties. The decision shall not change or amend the terms, conditions, or applications of the Negotiated Agreement.

Costs for the services of the arbitrator, including per diem expenses, travel, subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

ARTICLE 3

DUES DEDUCTION

A. Authorization and Duration

Any employee who is a member of the Association may sign and deliver to the Board Secretary an assignment authorizing payroll deduction for professional dues. The Association will inform its members of the dues deduction system and provide the necessary authorization forms for the deduction. Deduction for dues shall be limited to dues for the current year. The authorization form must be in the hands of the Board Secretary by the 5th of the month in which the dues deduction commences.

B. Regular Deduction

Pursuant to a deduction authorization, the Board Secretary shall deduct and convey to the Association treasurer a set amount from the regular salary of the employee each month through June.

C. Termination

A member may terminate the deduction checkoff at any time by giving thirty (30) days written notice to the Board Secretary.

D. Protection Clauses

The Association and employees agree to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

Computational errors will be corrected by the parties.

ARTICLE 4

LEAVES OF ABSENCE

A. Sick Leave

A full-time employee shall be allowed fifteen (15) days sick leave for the contract year from the first day that employee reports to work. Employees who begin after the beginning of the year shall have their fifteen (15) days prorated. Unused sick leave days for service in the District shall accumulate from year to year to a total maximum of one hundred twenty (120) days. An employee shall not have more than one hundred twenty (120) days available at the start of any contract year. The minimum unit of usage of sick leave for a full-time employee will be one-fourth (1/4) day. The employer may require evidence to confirm the necessity for sick leave. A statement from a doctor may be required before allowing sick leave of more than three (3) days. Maternity leave is covered under sick leave. The commencement and termination of maternity leave will be as recommended by the employee's physician.

Five (5) days of sick leave may be used to care for a sick spouse, child, parent, or permanent household member.

Sick leave shall not be used for elective (optional) surgery, e.g. cosmetic surgery, hair transplant, removal of wisdom teeth.

The amount of additional sick leave allotted for the current school year shall be prorated in the event the employee's contract is terminated before the end of the year.

Part-time employees shall be allowed sick leave at the same rate as their contract, e.g. half-time employees shall be allowed fifteen (15) half days per year.

B. Adoption Leave

Up to thirty (30) days of paid leave shall be available to an employee who legally adopts a child. In the event that both adoptive parents are employees of the District, a cumulative total of thirty (30) days of paid leave shall be available. Adoption leave will begin when the child arrives at the home.

C. Bereavement Leave

A maximum of five (5) days leave per occurrence shall be granted for a death in the employee's immediate family. Immediate family for this leave shall be interpreted to include spouse, child, stepchild, parent, stepparent, sister, stepsister, brother, stepbrother, grandchild, grandparent, mother- or father-in-law, sister- or brother-in-law, son- or daughter-in-law, or permanent household member.

D. Business/Personal Leave

Employees may be allowed two (2) days for business/personal leave each year. One (1) day may be carried over to the following year with a maximum accumulation of three (3) days. These days of business/personal leave may be used at the discretion of the employee. This leave may not be used on staff development days without the approval of the superintendent.

The employee must give two (2) days advance notice except in the case of emergencies.

No more than two (2) teachers per attendance center will be allowed business/personal leave on the same day. More than two (2) teachers may be allowed business/personal leave on the same day for emergency situations at the sole discretion of the superintendent and shall be non-grievable.

If a teacher submits a written request by the end of the school year, they will be paid \$100.00 for each day of unused business/personal leave up to a maximum of two days.

E. Association Leave

The Association collectively may be granted up to a total of eight (8) contract days per year to participate in its affairs at the state or national level. This leave shall be cleared with the building principal at least three (3) days in advance and shall be with pay. Substitute teachers, if hired, will be paid by the Association. This leave is not cumulative.

F. Professional Leave

Attendance at educational meetings or visiting other schools is permitted with pay if such absence is approved by the building principal. If any employee wishes to be absent from duty for a brief period to attend a professional meeting or to visit schools, a written request for such absence shall be signed by the employee and submitted to the principal at least three (3) days prior to the first day of anticipated absence.

G. Temporary Leave

Other temporary absences of two (2) or fewer hours with pay may be granted to teachers at the discretion of the building principal.

H. Absence Without Pay

A leave of absence without pay for up to thirty (30) work days may be authorized at the superintendent's discretion. All benefits except teacher salary shall remain in effect during such leave. The employee shall make written application for authorization at least five (5) days in advance of the beginning of the absence. This notice may be waived in case of emergency. No teacher's job will be jeopardized by use of approved leave without pay.

I. Extended Leave Without Pay

Extended leaves, up to ninety (90) school days without pay, may be granted by the Board for the following reasons:

1. For work on an advanced degree;
2. For medical reasons, e.g. recovery from a heart attack;
3. To care for a member of the immediate family who has a serious illness;
4. To care for a newborn baby.

While on extended leave an employee shall not be entitled to any employee benefits and shall not be given credit for vertical advancement on the salary schedule. The employee shall have the opportunity to continue participation in the health insurance program at the employee's own expense by notifying the superintendent in writing of his/her intention and making remittances for premiums when due. The employee shall retain accumulated sick leave, seniority, and placement on the salary schedule upon return to work.

When appropriate, health insurance coverage will continue to be paid by the district according to the FMLA law.

J. Jury Duty

1. An employee who is called for jury duty during school hours shall be permitted to be absent from his/her duties without loss of pay.
2. The employee must give the principal two (2) days prior written notice of the summons for service and may be requested to furnish satisfactory evidence that such service was performed on the days for which leave is taken. An employee not required to perform jury duty all day shall return to work.

ARTICLE 5

VACATIONS AND HOLIDAYS

- A. Inservice days and work days are considered days of service, and compensation for same is included in the annual salary. Days of vacation are not considered as holidays or days of service. The individual contracts shall include 189 days of service and 1/189 of the annual salary shall be considered as pay for one (1) day of service. Employees who have extended day contracts, except driver education instructors, shall be paid for such additional days at the rate of 1/189 of his/her regular pay for each day of extended service. This amount shall be prorated for days of less than eight (8) hours.
- B. At the discretion of the Board, and with the exception of Labor Day and Memorial Day, inservice days, work days, and/or weekdays in September, May and/or June may be converted into teaching days if the time is needed to make up unforeseen loss of time on account of weather, epidemic, etc.

The following vacations cannot be converted to teaching days:

- 1. Fall vacation shall be Thanksgiving and the following Friday;
 - 2. Winter vacation shall be a minimum of December 24 through January 1, inclusive;
 - 3. Spring vacation shall be a minimum of three (3) days connected to a weekend and between the dates of March 15 and April 15.
- C. With the exception of school dismissal due to inclement weather, employee attendance may be required at the discretion of the administration whenever student attendance is not required. Such days of required employee attendance shall count as contract days. When school is dismissed for inclement weather due to extreme heat, employee attendance may be required so long as air conditioned work areas are provided and appropriate hot weather clothing can be worn.

ARTICLE 6

PROFESSIONAL EMPLOYEE HOURS

- A. The working day at school for full-time employees not having compensated extra assignments shall be eight (8) hours with an average of thirty (30) consecutive minutes--minimum of twenty-five (25) and maximum of thirty-five (35) minutes--for a duty-free lunch period. Employees who work a majority of their contract at the 8-9 middle school or high school building shall be an exception to this duty-free lunch period. Their duty-free lunch period shall be a minimum of twenty-three (23) consecutive minutes. On work days the lunch period shall be a maximum of one (1) hour for all employees. The employer shall determine the arrival and departure time for each employee. On Fridays or on school days preceding holidays or vacations, employees may depart school after all of their responsibilities have been concluded and/or students under their supervision have left the building. This shall not be earlier than five (5) minutes after the school dismissal time.
- B. An employee may leave the building without requesting permission during his/her lunch period. A teacher may leave during the planning period, for business purposes, with the principal's permission.
- C. Employees shall attend professional meetings and conferences called by an administrator for coordinating the work of employees in the school program. These meetings may start at 7:45 or later in the morning or extend up to 4:30 in the afternoon.

It must be recognized that the total school program includes open houses, parent-teacher conferences, faculty meetings, advisory and department head meetings, and other school functions and programs. Participation in the total program as described above will be without additional compensation except for those extra and co-curricular assignments covered under the supplementary pay schedule.

ARTICLE 7

PROCEDURES FOR EMPLOYEE REDUCTION

When the Board determines that staff reduction is necessary, the Board shall accomplish same by attrition by pool (a reduction chiefly as a result of resignation, retirement, or death) whenever possible. In the event the necessary reduction in staff cannot be accomplished by attrition, the Board shall make the decisions as to resulting contract renewals. If a choice must be made between two (2) or more employees, and one of those employees has been designated by the building principal on the current year's evaluation in writing as intensive assistance, that individual will be reduced first. If no employee has been so designated, such contract renewals will be given to the employee(s) with the greater seniority, if they have proper certification.

Seniority refers to an employee's total equivalent full-time continuous years of teaching experience within the District. A part-time contract during the entire year will be considered a full year of seniority. Only a partial year contract will be prorated. If a reduction is being accomplished by seniority, and two or more employees have the same seniority, then total equivalent full-time continuous years of teaching experience outside the District shall be used. If such employees are still tied, the tie shall be broken by using the last four digits of the employees social security number. The higher the number, the higher the seniority. Seniority begins with the Board approval date of the employee's contract.

Staff reduction shall be accomplished within the following pools: PreK-8 regular classroom; PreK-8 Chapter 1; 6-12 business; 6-12 foreign language; 6-12 home ec./health; 6-12 industrial arts; 6-12 language arts; 6-12 math; 6-12 science; 6-12 social studies; PreK-12 art; PreK-12 computer; PreK-12 GATE; PreK-12 guidance; PreK-12 media; PreK-12 music; PreK-12 phys ed; PreK-12 special ed.; PreK-12 social worker; PreK-12 nurse.

A. Notice

The Board shall provide to the potentially affected employee(s) and to the Association written notice of such possible reduction of staff that may become effective the following year. The above notice shall be given within seven (7) days following school board decision or notification and no later than the deadline established by Iowa law.

B. Recall

An employee laid off because of staff reduction shall have recall rights within the same pool from which he/she was reduced. Recall will occur in reverse order of lay off. Recall rights shall begin following board action to terminate the employee's contract, and shall end thirty (30) calendar days after the last contracted work day of the following school year. When a vacancy

occurs within the pool from which an employee was laid off, he/she will be notified by certified mail and have fifteen (15) days to respond. It is the employee's responsibility to keep the District informed in writing of changes of address. He/She shall also be given priority to teach as a substitute. A recalled employee will not receive credit on the salary schedule for the time laid off. Any employee laid off as a result of staff reduction will have his/her benefits frozen at the time of layoff. Upon recall, benefits will again continue to accumulate.

ARTICLE 8

HEALTH AND SAFETY MATTERS

- A. All employees shall be required to have a physical examination before initial employment. The school physical exam form or school bus driver's physical form shall be used and returned to the Board Secretary, along with a copy of the paid bill, by the first day of contact with students. The District will pay up to \$35 for actual expenses above the insurance settlement for the physical examination. Any charges in excess of this sum shall be paid by the employee.
- B. Protective devices and equipment as may be required by OSHA or DE for the employee to perform duties in a safe manner shall be provided without charge to the employee.
- C. No employee shall be required to search for a bomb.
- D. No employee shall be required to transport students in his/her private vehicle.

ARTICLE 9

INSTRUCTIONAL STAFF PERFORMANCE ASSESSMENT

- A. No formal assessment will be done during the first two (2) weeks or the last week of the school year.
- B. All certified employees shall be informed of the District's formal assessment procedures by the building principal during the first two (2) weeks of the school year.
- C. The employees shall have the right to include with his/her assessment an explanation or other written statement regarding any formal assessment.
- D. This Article deals with one method of employee assessment - formal assessment of performance. Nothing in this Article is to be construed as precluding assessment of employees by other means deemed appropriate by the Administration of the District. In the event other means are used, the employee shall be notified and have the right to read and respond in writing to the assessment statements. Such written responses shall be included with the employee's assessment forms.

ARTICLE 10

TRANSFER PROCEDURES

A. Definition

The movement of an employee to a different building or subject area shall be considered a transfer. Examples of a subject area on the secondary level would include: language arts, math, social studies, and special education; on the elementary level: classroom teacher (K-5), remedial, art, and P.E.

B. Filing Requests

Any employee may apply for voluntary transfer. Such application shall be in writing to the superintendent, and in case of a vacancy within seven (7) calendar days of the posting of the vacancy.

C. Use of Voluntary Requests

All requests for voluntary transfer shall be considered before other transfers and new employee applications.

D. Involuntary Transfers

1. Notice of an involuntary transfer shall be given in writing to the affected employee as soon as practical and whenever possible within two (2) days of the final decision.
2. An involuntary transfer shall be made at the discretion of the Board. The employee involved may request reasons for the involuntary transfer; these reasons shall not be grievable.

ARTICLE 11

VACANCY PROCEDURES

If a permanent vacancy occurs for the following school year, the Board or its duly authorized representative shall post notice of such vacancy in each faculty lounge.

No vacancy shall be filled until seven (7) days after posting.

ARTICLE 12

WAGES AND SUPPLEMENTAL PAY

A. Salary Schedule - 2006-07

Steps	BA	BA+12	BA+24	BA+40	MA*	MA+12	MA+24
1	27,225	28,015	28,815	29,625	30,455	31,315	32,205
2	28,075	28,875	29,685	30,505	31,345	32,215	33,115
3	28,925	29,735	30,555	31,385	32,235	33,115	34,025
4	29,775	30,595	31,425	32,265	33,125	34,015	34,935
5	30,625	31,455	32,295	33,145	34,015	34,915	35,845
6	31,475	32,315	33,165	34,025	34,905	35,815	36,755
7	32,325	33,175	34,035	34,905	35,795	36,715	37,665
8	33,175	34,035	34,905	35,785	36,685	37,615	38,575
9	34,025	34,895	35,775	36,665	37,575	38,515	39,485
10	34,875	35,755	36,645	37,545	38,465	39,415	40,395
11		36,615	37,515	38,425	39,355	40,315	41,305
12		37,475	38,385	39,305	40,245	41,215	42,215
13		38,335	39,255	40,185	41,135	42,115	43,125
14		39,195	40,125	41,065	42,025	43,015	44,035
15			40,995	41,945	42,915	43,915	44,945
16			41,865	42,825	43,805	44,815	45,855
17			42,735	43,705	44,695	45,715	46,765
18				44,585	45,585	46,615	47,675
19				45,465	46,475	47,515	48,585
20				46,345	47,365	48,415	49,495
21					48,255	49,315	50,405
22						50,215	51,315
23							52,225

*See number three (3), page seventeen (17), which may apply.

1. All credits used for salary lane movements must be graduate credits. The superintendent has the discretion to allow up to twelve (12) credits to be substituted with non-graduate status credits. Non-graduate credits include undergraduate and staff development credits. Permission to use such credits on the salary schedule must be requested in writing before taking such courses.
2. Part-time teachers will advance one step per year on the salary schedule if they have taught part-time for the entire school year. Employees who teach for less than 180 days in a school year shall earn the appropriate prorated amount of credit on the salary schedule and shall advance to the next step when their prorated credit is above one-half.
3. A teacher employed by the District in a professional capacity prior to March 1, 1988, is hereby permitted to substitute graduate credits in his/her teaching area for movement into the MA lane on the salary schedule. In this situation, a BA+52 graduate hours shall for pay purposes be equivalent to an MA.
4. At the time a new employee is contracted, they shall be advised of their placement on the salary schedule.

B. Supplemental Pay

1. Coaches shall be paid according to the schedule and according to actual coaching experience in each sport, regardless of grade level.

<u>Years Experience</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
1	\$3,552	\$2,428	\$2,490	\$1,928	\$1,081
2	\$3,849	\$2,724	\$2,653	\$2,091	\$1,277
3	\$4,300	\$3,175	\$2,901	\$2,338	\$1,573
4	\$4,598	\$3,473	\$3,070	\$2,508	\$1,773

<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>	<u>Class E</u>
Baseball/Head	Cross Country B&G/Head	Baseball/Asst.	Cross Country/Asst.	Weight Room
Basketball/Head	Golf B&G/Head	Basketball/Asst.	Golf/Asst.	Supervision/HS
Football/Head	Soccer/Head	Football/Asst.	Soccer/Asst.	<u>Middle School Sports</u>
Softball/Head	Track/Head	Softball/Asst.	Track/Asst.	Baseball
Wrestling/Head	Volleyball/Head	Wrestling/Asst.	Volleyball/Asst.	Basketball
			Football Coord./MS	Cross Country
			Track Coord./MS	Football
				Softball
				Track
				Volleyball
				Wrestling

Sixth Grade Intramurals: \$254

2. Supplemental pay employees shall be paid according to the following schedule and according to actual experience.

Years

<u>Experience</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
1	\$2,810	\$2,248	\$1,497	\$ 898
2	\$3,135	\$2,573	\$1,754	\$ 995
3	\$3,456	\$2,895	\$1,977	\$1,092
4	\$3,782	\$3,221	\$2,199	\$1,190

<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D</u>
Sr. High Band	Speech/Head	Musical Director*	Cheerleading/M.S.
Sr. High Vocal	Cheerleading/Head	Speech/Assistant	Dance
	Dramatics	Debate	
		Yearbook/Newspaper	
		Cheerleading/Assistant	

Academic Decathlon.....	\$449
Driver Education.....	\$167/Student
Early Bird Classroom 14% of base salary if class does not overlap other contracted time 12% of base salary if class does overlap other contracted time	
High School Student Council.....	\$741
Instrumental DeSoto and Vocal M.S.....	\$1,823
Instrumental/Middle School.....	\$1,823
Junior Class Chairperson.....	\$175 **
Marching Band Flag Line.....	\$540
Mock Trial.....	\$674
Pass gate, Timer, Scorekeeper, & Line Judge..... (Basketball, Volleyball, Wrestling)	\$19.07
Spring Play.....	\$1,698
Technology Student Association.....	\$674
Vocal-Instrumental/Minburn Elementary.....	\$591
Vocal Music/Elementary.....	\$1,251

*At the director's option, this amount may be reduced in order to hire an assistant or support positions.

**If concession responsibility is added, chairperson shall receive \$2,381.

- A. All employees shall work a maximum of two (2) events and receive a pass for two (2). Employees with families may volunteer to work three (3) events for a family pass. Children must be accompanied by a parent. Any assigned extra duties at school-sponsored events above the amounts listed will be for pay at the rate of \$19.07 per extra duty event.

- B. The District shall pay mileage when an employee uses his/her personal car for approved trips. If a reliable school vehicle is available and the employee chooses not to use it, mileage will only be paid with administrative approval.

ARTICLE 13

INSURANCE

A. For insurance purposes, the term "Employee" shall mean an employee under contract for .5 FTE or more.

B. Hospital - Surgical - Major Medical Insurance

The District shall pay for medical insurance on fulltime employees (prorated for part-time employees). Fulltime is defined as 1.0 FTE. Coverage for new employees shall start as of September 1 or the first day of the next month after the date of employment if later in the school year.

Coverage shall consist of the employee selected package from the District's negotiated insurance contract.

C. The maximum monthly payment by the District for insurance coverage as listed in item B above and item E below shall be a total of \$343 per fulltime employee (prorated for part-time employees).

D. Income Protection Insurance

The District shall pay the income protection insurance on fulltime employees. Coverage for new employees shall start as of September 1 or the first day of the next month after the date of employment if later in the school year. The ceiling is \$50,000.

E. Life Insurance

The District shall purchase a \$40,000 double indemnity term life insurance policy on each fulltime employee.

ARTICLE 14

GENERAL CLAUSES

A. Finality of Agreement

This constitutes the entire Agreement between the parties.

B. General Savings Clause

Should any article, section or clause(s) of this Agreement be declared illegal by a state or federal court of law, the parties agree to re-negotiate said article, section, or clause(s). The remaining articles, sections, and clauses shall remain in full force and effect.

C. Printing Agreement

Photocopies of this Agreement shall be made by the District at the joint expense of the District and the Association within thirty (30) days after the Agreement is signed. The Agreement shall be given to all employees now employed and hereafter employed. The Board shall provide the Association with five (5) additional copies.

D. Notices

Whenever notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by letter to the following:

1. If by Association, Board President and Superintendent.

2. If by Board, Association President.

E. This basic Agreement shall be in effect from August 15, 2006, through August 14, 2007. During each year of this Agreement, negotiations by either party shall be limited to the amount and distribution of the total dollar settlement to salary schedule, supplemental pay, dollar coverage of insurance, and one article of choice for each party.

F. Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon.

ADEL-DESOTO-MINBURN EDUCATION ASSOCIATION

Association

By Connie Akfner 5-10-06
President Date

By Sharon Mullarkey 5-4-06
Co Negotiator Date

By Anita L. Vento 5/9/06
Co Negotiator Date

ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT

Board of Directors

By Daniel Adams 5/8/06
President Date

By Tim Hoffma 5/10/06
Chief Negotiator Date

ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT
801 NILE KINNICK DRIVE S.
ADEL, IOWA 50003

Level II GRIEVANCE FORM

For Principal

Date Filed

Name _____

Grievance Directed to _____

A. Date and time alleged violation occurred _____

B. Specific section(s) of Negotiated Agreement violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Principal

Signature of Employee

Date Filed

E. Decision of Principal _____

Signature of Principal

Date

Signature of Employee

Date Received

F. Principal's Decision

☐

Accepted.

☐

Not accepted and appeal desired.

Signature of Employee

Copies - 1. Grievant

2. Superintendent

Date

ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT
801 NILE KINNICK DRIVE S.
ADEL, IOWA 50003

Level III GRIEVANCE FORM - APPEAL TO SUPERINTENDENT

A. Attach Level II Grievance Report

B. Date received by Superintendent _____

C. Date of third-step grievance meeting _____

D. Decision of Superintendent _____

Signature of Superintendent

Date of Decision

Signature of Employee

Date Received

E. Decision of Superintendent ☐ Accepted.
☐ Not accepted and appeal desired

Signature of Employee

Date

Copies - 1. Grievant
2. Principal

ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT
801 NILE KINNICK DRIVE S.
ADEL, IOWA 50003

Level IV GRIEVANCE FORM - ARBITRATION

A. Attach Level II AND III Grievance Reports

B. Association Vote: Date _____

C. Verification of decision of Adel-DeSoto-Minburn Education Association to submit grievance to arbitration

Date

Adel-DeSoto-Minburn Education Association President

D. Date submitted to Arbitration _____

E. Decision of Arbitrator _____

Signature of Arbitrator

Date of Decision

The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by parties. His decision shall not change or amend the terms, conditions, or applications of the collective bargaining agreement. His decision shall be final and binding on the parties.

Copies - 1. Grievant
2. Principal
3. Superintendent